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COUNSEL CONTINUED ON NEXT PAGE

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

META PLATFORMS, INC., a Delaware  
corporation,

Plaintiff/Counterclaim  
Defendant,

v.

BRANDTOTAL, LTD., an Israel corporation, and  
UNIMANIA, INC., a Delaware corporation,

Defendants/  
Counterclaim  
Plaintiffs.

Case No. 3:20-CV-07182-JCS

**STIPULATION AND ~~PROPOSED~~  
ORDER REGARDING PERMANENT  
INJUNCTION AND DISMISSAL**

Hon. Joseph C. Spero

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22 *Attorneys for Defendants/Counterclaim Plaintiffs*  
23 *BrandTotal, Ltd. and Unimania, Inc.*  
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1 Pursuant to Civil Local Rule 7-12, Plaintiff/Counterclaim Defendant Meta Platforms, Inc.  
2 (“Meta” or “Plaintiff”) and Defendants/Counterclaim Plaintiffs BrandTotal, Ltd. and Unimania, Inc.  
3 (together, “Defendants”), by and through their respective counsel, hereby stipulate as follows:

4 WHEREAS, BrandTotal Ltd. is headquartered in Israel and has a subsidiary named  
5 BrandTotal, Inc. that was incorporated in Delaware in 2017. Unimania, Inc. was incorporated in  
6 Delaware in 2017;

7 WHEREAS, Plaintiff is headquartered in California and owns and operates the Facebook and  
8 Instagram social media platforms;

9 WHEREAS, on October 14, 2020, Meta filed a lawsuit against Defendants in the United  
10 States District Court for the Northern District of California entitled *Meta Platforms, Inc. v.*  
11 *BrandTotal Ltd. et al.*, 20-cv-7182 (the “Action”);

12 WHEREAS, on May 27, 2022, the Court entered an order granting Meta’s motion for  
13 summary judgment in part and granting Defendants’ motion for summary judgment in part (Dkt.  
14 339);

15 WHEREAS, Defendants developed and distributed applications and extensions  
16 (“Applications and Extensions”), including but not limited to UpVoice (2019), UpVoice (2021),  
17 Social One, Phoenix, Anonymous Story Viewer, Story Savebox, Calix, and Restricted Panel;

18 WHEREAS, the Court concluded in its summary judgment decision that Defendants violated  
19 and continue to violate the Facebook Terms of Service and the Instagram Terms of Use by collecting  
20 data from Facebook and Instagram without Meta’s permission using self-compromised Facebook  
21 and Instagram accounts of users who had downloaded those Applications and Extensions;

22 WHEREAS, the Court further concluded in its summary judgment decision that Defendants  
23 also violated and continue to violate the Facebook Terms of Service and Instagram Terms of Use by  
24 collecting data without Meta’s permission by making automated requests from its own computers to  
25 Meta’s computers (“Server-Side Collection”);

26 WHEREAS, Defendants stipulate that Meta has established that it has incurred a loss of at  
27 least \$5,000 in a one-year period as a result of BrandTotal’s unauthorized access as required by 18

1 U.S.C. § 1030(c)(4)(A)(i)(1), and therefore has established judgment as to liability under 18  
2 U.S.C. § 1030(c)(4)(A)(i)(1) based on BrandTotal’s active data collection through legacy user  
3 products beginning October 2020, and based on BrandTotal’s direct access to password-protected  
4 pages on Meta’s platforms using fake or purchased user accounts;

5 WHEREAS, Defendants stipulate that Meta has established that it has suffered an  
6 irreparable injury;

7 WHEREAS, Defendants stipulate that the remedies available at law, including monetary  
8 damages, are inadequate to compensate for that injury;

9 WHEREAS, Defendants stipulate that Meta has established that a remedy in equity is  
10 warranted, considering the balance of the hardships and that the public interest would not be  
11 disserved by a permanent injunction;

12 WHEREAS, the parties have separately reached agreement that resolves all outstanding  
13 claims in this case pursuant to a confidential settlement agreement;

14 WHEREAS, upon entry of this agreed-upon injunction, Meta shall voluntarily dismiss any  
15 remaining claims in this litigation;

16 WHEREAS, upon entry of this agreed-upon injunction, Meta and Defendants both  
17 expressly waive all rights to appeal or otherwise challenge or contest the validity of this or any  
18 other order in this case.

19 NOW, THEREFORE, the parties stipulate and agree as follows:  
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1 **STIPULATION AND PERMANENT INJUNCTION**

2 IT IS HEREBY STIPULATED AGREED by Meta and Defendants that:

3 1. Defendants and all other individuals who are described in Federal Rule of Civil  
4 Procedure 65(d)(2), including the parties; the parties’ officers, agents, servants, employees, and  
5 attorneys; and other persons who are in active concert or participation with the parties, the parties’  
6 officers, agents, servants, employees, and attorneys (collectively, the “Prohibited Parties”) are  
7 immediately and permanently ordered and enjoined as follows:

8 a. The Prohibited Parties are immediately and permanently enjoined from  
9 accessing and using, whether directly or indirectly through a third party, intermediary, or proxy,  
10 the Facebook and Instagram platforms on Defendants’ behalf for any reason without Meta’s  
11 express written permission, including by in any way using, directly or indirectly, the Applications,  
12 Extensions, or Server-Side Collection.

13 b. The Prohibited Parties are immediately and permanently enjoined from  
14 engaging in or assisting others in data collection (also known as “scraping” and “data harvesting”)  
15 from Facebook or Instagram, on Defendants’ behalf, whether directly or indirectly through a third  
16 party, intermediary, or proxy, including by in any way engaging in or assisting others, directly or  
17 indirectly, in data collection using the Applications, Extensions, or Server-Side Collection,  
18 without Meta’s express written permission.

19 c. The Prohibited Parties are immediately and permanently enjoined from  
20 developing, using, selling, offering for sale, or distributing, or directing, aiding, or conspiring with  
21 others to develop, sell, offer for sale, or distribute, any software, script(s) or code for data  
22 collection from the Facebook and Instagram platforms on Defendants’ behalf, without Meta’s  
23 express written permission.

24 d. The Prohibited Parties are required to delete any and all software, script(s) or  
25 code in the possession, custody, or control of the Prohibited Parties or that any Prohibited Party  
26 transferred to a third-party where such software, script(s), or code is designed to access or interact  
27 with the Facebook or Instagram platforms, or with Facebook or Instagram users while the users  
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